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THIS DOES NOT  
CIRCULATE

EATONTOWN BOARD OF EDUCATION

and

EATONTOWN SECRETARIES AND CLERKS ASSOCIATION

CONTRACT AGREEMENT

1978-79  
1979-80

Monmouth

18-80

LIBRARY  
Institute of Management and  
Labor Relations

JUN 7 1979,

RUTGERS UNIVERSITY

PREAMBLE

This agreement entered into this 8th day of January, 1979 by and between the Board of Education of the Borough of Eatontown, New Jersey, hereinafter called the "Board", and the Eatontown Secretaries and Clerks Association, representing the secretaries and clerks of the school system hereinafter called the "Association", incorporates the articles hereinafter indexed and further defined.

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the majority representative for collective negotiations concerning grievances, terms and conditions of employment for all full time secretarial and clerical employees under contract, but excluding:

Substitute secretaries/clerks

Part time hourly non-contractual employees

And others excluded by the Act

B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

A. Either party may submit in writing proposals for collective negotiation prior to the date set down under Public Employee Relations Committee rules. Negotiations shall commence no later than 120 days prior to budget submission and ground rules shall be determined by the parties in negotiation at the first meeting.

B. Any agreement so negotiated shall be reduced to writing and executed by both parties.

C. This agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an employee or the Association that there has been a misinterpretation, misapplication, or violation of the provisions of this agreement, policies and administrative decisions affecting an employee or group of employees.
2. An "aggrieved person" is a person or persons included in the negotiating unit and making the claim.
3. A "party in interest" is a person making the claim, and any person(s) or the Association who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, differences which may from time to time arise affecting the terms and conditions of employment of employees subject to Paragraph E 5 of this Article, and as may be appropriate without disclosure at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

#### LEVEL I

3. An employee with a grievance shall discuss it first with his Principal or immediate superior, either directly or through the Association's representative, within 10 school days of the occurrence of the event, situation or incident which gave rise to the grievance, with the objective of resolving the matter informally at this level. In the event the Principal or immediate supervisor decides that the resolution of the grievance is beyond the scope of his authority he shall forward such grievance in writing to the Superintendent directly and the processing of such grievance shall proceed to Level Two. In the event that the Superintendent decides that the resolution of the grievance is beyond the scope of his authority he shall forward the grievance to

the Board of Education and the processing of such a grievance shall proceed to Level Three.

#### LEVEL II

4. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Negotiations Committee within five (5) school days after the decision at Level One or ten (10) days after the grievance was first presented at Level One, whichever is sooner. Within five (5) school days after receiving the written grievance, but no later than ten (10) days, the Chairman of the Negotiations Committee shall refer it to the Superintendent of Schools.

#### LEVEL III

5. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five school days after a decision by the Superintendent or fifteen (15) school days after the grievance as delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the Negotiations Committee submit his grievance to the Board of Education. If the Board of Education fails to resolve the grievance to the satisfaction of the aggrieved within fifteen (15) school days after the receipt thereof, then the Board and the Association's Negotiations Committee shall resort to arbitration, and attempt to agree upon a mutually acceptable arbitrator and shall

obtain from said arbitrator a commitment to serve. If the parties are unable to agree upon an arbitrator or obtain a commitment within the period specified, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be then bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.

(a) The arbitrator so selected shall confer with the representatives of the Board and the Negotiations Committee and shall hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasonings, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The award of the arbitrator shall be final and binding on all parties.

(b) The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. Rights of Employee Representation

1. The aggrieved party may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of his choice or by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages

of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or any members of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation..

#### E. Miscellaneous

1. If, in the judgement of the Association, a grievance arising out of the same transaction materially affects a group or class of employees, the Negotiations Committee may submit such grievances in writing to the Superintendent directly and the processing of such a grievance shall commence at Level Two. The Negotiations Committee may process such a grievance through all the remaining levels of the grievance procedure.
2. Decisions which are rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the Negotiations Committee of the Association. Decisions rendered at Level Three shall be in accordance with Paragraphs 5 (a,b) of this Article.
3. All written communications transmitted between the aggrieved person(s) or the Association, and either the immediate supervisor, Superintendent or Board of Education will be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The forms used in filing grievances (supplied by the Association) shall be prepared jointly by the Superintendent and the Association.
5. All meetings and hearings under this procedure shall not be conducted



in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

#### ARTICLE IV

##### EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee or the Board of Education such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. Just Cause Provision
- No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted

by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

#### ARTICLE V

##### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, available public information.
- B. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, with the written approval of the Superintendent of Schools, they shall suffer no loss of pay. In case of emergency, verbal approval shall be sufficient, providing that written approval from the Superintendent's Office follows.
- C. The Association and its representatives shall be granted use of school buildings at reasonable hours for meetings, providing prior approval is obtained from the building principal or Superintendent.
- D. The Association shall have the right to use the school mail facilities providing that such does not conflict with normal operations.

#### ARTICLE VI

##### SICK LEAVE AND ABSENCES

###### A. Personal Illness

- 1. Clerical employees employed by the Board of Education of Eatontown Borough shall be allowed sick leave with full pay for 12 days for twelve month employees in any school year. Ten month employees shall be granted ten days per year.
- 2. Personal illness is hereby defined as absences from his or her duty because of personal disability due to illness or injury, or because he

has been excluded from school by the school district's medical authorities on account of contagious disease or being quarantined for such a disease in his immediate household.

3. If any clerical employee shall be absent for five or more consecutive days, he will be required to visit the school physician or his own physician for the purpose of physical certification before returning to duty. Said certification may be required after any absence upon the request of the Superintendent of Schools.
4. If any member shall utilize in any school year less than the number of days provided above, the remaining days shall be accumulative.

B. Death in Family

Five (5) days absence in one school year are allowed for death in the immediate family. Immediate family defined as: parent, child, spouse, brother, sister, mother-in-law, father-in-law, employee's or spouse's grandparents. This leave is non-cumulative.

C. Illness in Family

Three (3) days absence in one school year are allowed for illness in the immediate family. This leave is non-cumulative.

D. Personal Business

Three (3) days absence in one school year are allowed for personal business, such as legal matters, death of people other than those of the immediate family. This leave is non-cumulative. All requests must be approved by the immediate supervisor prior to the day or days of absence. Leave of this nature may not be taken the day before or after a school vacation except in extreme cases.

E. Exhaustion of Authorized Leave

The Board of Education, on the recommendations of the Superintendent of Schools, may grant extended leave under the following circumstances:

1. Wherever extended leave is granted, the employee's pay will be reduced by the cost to the Board of Education of the employment of a substitute to fulfill his responsibilities.
2. Leave for personal business as provided for in Article VI D shall not be extended for any reason.
3. Extended leave may be granted by the Board of Education as provided herein, upon recommendation of the Superintendent of Schools but shall be limited so that no more than ten (10) days to a tenured employee, subject of course, to the reduction of the cost of a substitute.
4. The Board of Education may grant extended leave retroactively in special and extreme cases. The failure to obtain prior approval of extended leave may result in it being considered unauthorized leave as provided in Article VI E.
5. Whenever the Board of Education shall in the exercise of its discretion grant extended leave to an employee, his pay shall be reduced from his regular pay schedule as provided herein for the expense of a substitute or other replacement and the cost of his absence. In those cases where unauthorized leave is taken or extended leave is taken without pay, the Board of Education shall have deducted 1/260th of the annual salary for each day of unauthorized extended leave in accordance with the employee's salary.

F. Category of Leave

The Building Principal should determine and approve the category for leave in each case. If there is a conflict, the matter will be brought to the attention of the Superintendent and finally to the Board.

## ARTICLE VII

### WORK HOURS AND VACATION SCHEDULE

- A. All secretarial and clerical employees shall be required to work an eight hour (8) work day to include a one (1) hour lunch period. Adjustments to a shorter daily work schedule may be made at the discretion of the Superintendent.
- B. 1. Secretaries and clerks employed before July, 1966 shall receive one month's vacation.
2. Secretaries and clerks employed after June 30, 1966 but before the effective date of this agreement shall be entitled to vacation time according to the following schedule:
- First and Second Years of Service - 2 weeks  
Third Year of Service - 3 weeks  
Fourth Year of Service - 4 weeks
3. Secretaries and clerks employed after the effective date of this agreement shall be entitled to vacation time according to the following schedule:
- (a) After completion of one full year - One (1) week  
(b) After completion of three full years - Two (2) weeks  
(c) After completion of five full years - Three (3) weeks  
(d) After completion of twelve full years - Four (4) weeks
4. (a) Secretaries employed before September 30 of any year shall receive the full vacation allotment as indicated above. Those employed after September 30 shall receive vacation time on the basis of one day per month employed. In such cases the regular schedule will be followed after the initial year of service.
- (b) Scheduling of vacations will be designated by the Superintendent.
- (c) Secretaries will be compensated for vacation time accumulated during the year in which they resign. Vacation time from previous years cannot be credited. If the person leaves before June 30 of any year, a pro-rated number of days per month will be deducted from the total entitlement for that year.

## ARTICLE VIII

### JOB OPENINGS, TRANSFERS & ASSIGNMENTS

- A. A notice of a vacancy in a secretarial or clerical position to be filled shall be sent to each school for posting at least 15 days before the final date when applications must be submitted. A copy shall be sent to the Association if such vacancy becomes available during summer months or when school is closed.

B. The Board agrees to give consideration to experience and seniority of all applicants presently employed.

C. A clerical employee on tenure being involuntarily transferred or reassigned shall suffer no reduction in basic compensation.

#### ARTICLE IX

##### MEDICAL INSURANCE PROTECTION

A. The Board shall provide the following health care insurance protection for all employees covered by this Agreement. The Board shall make payment of full individual or full family insurance premiums as appropriate to provide insurance coverage for the full twelve month period for the following insurance at regular rate. New Jersey Health Benefits Program (Blue Cross - Blue Shield) Rider J and Major Medical Insurance.

B. Employees with dependents insured elsewhere vis-a-vis the above benefits shall not be eligible for dependent coverage at Eatontown Schools unless such coverage is relinquished at the dependent's place of employment.

C. The Board reserves the right to select any carrier providing benefits are satisfactory to the Association.

#### ARTICLE X

##### SALARIES

A. The salaries of employees covered by this Agreement are set forth in Schedules A and B which are attached hereto and made a part thereof.

B. The Board of Education reserves the right to make additional salary increments over and beyond the maximum as outlined in Schedule A.

##### DURATION OF AGREEMENT

This Agreement between the Eatontown Board of Education and the Eatontown Secretaries and Clerks Association shall become effective on July 1, 1978 and shall be continued in effect until June 30, 1980.

SCHEDULE A

EATONTOWN PUBLIC SCHOOLS  
EATONTOWN, NEW JERSEY

1978-79

<u>Step</u>	<u>Clerk Typist</u>	<u>Secretary</u>
1	5995	6820
2	6260	7115
3	6525	7410
4	6790	7705
5	7055	8000
6	7320	8295
7	7585	8590
8	7850	8885
9	8115	9180
10	8380	9475
11	8645	9770
12	8910	10065
13	9175	10360
14	9440	10655
15	9715	10950

ADOPTED: January 8, 1979

EFFECTIVE: July 1, 1978

SCHEDULE B

EATONTOWN PUBLIC SCHOOLS  
EATONTOWN, NEW JERSEY

1979-80

<u>Step</u>	<u>Clerk Typist</u>	<u>Secretary</u>
1	6130	6980
2	6415	7295
3	6700	7610
4	6985	7925
5	7270	8240
6	7555	8555
7	7840	8870
8	8125	9185
9	8410	9500
10	8695	9815
11	8980	10130
12	9265	10445
13	9550	10760
14	9835	11075
15	10120	11390

ADOPTED: January 8, 1979

EFFECTIVE: July 1, 1979



IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on this 8th day of January, 1979.

EATONTOWN SECRETARIES & CLERKS ASSN.

BY Marguerite K. Norton  
President

BY Ruth E. Hicks  
Secretary

EATONTOWN BOARD OF EDUCATION

BY Gerald J. Tarantolo  
President

BY R. A. Prielle  
Secretary